

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 19	
2. Amendment/Modification No. 36		3. Effective Date 2003MAR03		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-AHEB GLENN BOICE (586)574-7125 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BOICEG@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD A PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS DIV 38500 MOUND RD STERLING HEIGHTS MI 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-G-N001/0003	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2001MAR30	
Code 7W356		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: mutual agreement							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOHN REGENHARDT REGENHAJ@TACOM.ARMY.MIL (586)574-6973			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003MAR03	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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SECTION A - SUPPLEMENTAL INFORMATION

*** DELETED NARRATIVE A 001 ***

1. This Modification 36 is issued to incorporate the following changes at no additional cost to the Government:
 - a. Incorporate FBCB2 Platform Interface Control Document (ICD) JVIF01011H dated 12 December 2002 for MY2 (CLIN 2001) and MY3 (CLIN 3001) vehicles, which contain no-cost ECP GDLU6190, Vehicle Software Updates (Version 3.5.2).
 - b. Incorporate five no-cost ECPs into MY2 and MY3 vehicles
 - c. Incorporate an extended warranty through 6 Dec 03 for TMS VCSU Controllers, P/N 12438422.
 - d. Incorporate changes to CDRL A009, Tank Team Reports in Contractor format, and revised distribution requirements for CDRLs A002, A003, A004, A006, A007, A008, and A010.

2. Section C - The following new subparagraph vi is added under paragraph C.1.1 to incorporate FBCB2 Platform ICD JVIF01011H:
 - vi. Comply with Force XXI Battle Command Brigade and Below (FBCB2) Platform ICD JVIF01011H dated 12 December 2002 for MY2 (CLIN 2001) and MY3 (CLIN 3001) vehicles, which include software version 3.5.2 per ECP GDLU6190 as previously demonstrated by test as documented by the Contractor and/or Government.

3. Section D Paragraphs D.1.1.1 and D.1.1.2 are revised to read as follows to reflect new shipping and stowage specification SD-X10005 dated 23 May 02 incorporated by ECP GDLU6193.
 - D.1.1.1. The Abrams Series Tank Vehicles shall be preserved and processed for shipment with drive-on/drive-off capability in accordance with SD-X10005; and as delineated in the Abrams Systems Security Classification Guide dated 25 July 1997.
 - D.1.1.2. Batteries - Vehicles will be shipped with production batteries installed and with all required hardware attached, but not connected to the battery posts. Battery and electrolyte shall be in conformance with the requirements of SD-X10005, par. 3.10.2.

4. Section H -
 - H.1 Paragraph 2 of this Order Of Preference provision is revised to include the ICD incorporated by new subparagraph vi to C.1.1.

The following new paragraph H.8.2.4 is added to incorporate an extended warranty for TMS VCSU Controllers, P/N 12438422:

H.8.2.4 An extended warranty shall apply to all Thermal Management System (TMS) VCSU Controllers, P/N 12438422, manufactured by second tier subcontractor Metric Systems and delivered under this contract. This warranty shall be valid through 6 Dec 03 and covers only those Controllers found to exhibit a +15V short to the housing with failure typically indicated by inability to start up the TMS. This warranty is described in contractors letter MPA 02-1840 dated 27 Sep 02, which submitted a corrective action plan consisting of an extended manufacturers warranty, the reworking of selected assets and a manufacturing process change. That letter has been concurred in by the Government and is incorporated by reference. For all Controllers delivered under this contract that are correctly reported by 6 Dec 03 to exhibit a +15V short, the contractor shall fix those defective units returned to the Contractor at no additional cost to the Government. This extended warranty on TMS VCSU Controllers, P/N 12438422, is in addition to and does not limit the Governments rights under other paragraphs of provision H.8.

5. Exhibit A Requirements for CDRL A009, Tank Team Reports in Contractor format, are revised as set forth in attached Exhibit A page 6. Distribution requirements for the following CDRLs are revised as set forth in attached Exhibit A pages 2 - 6:
 - A002 Quality Inspection, Quality Deficiency Report
 - A003 Quality Test and Demonstration Reports
 - A004 Component First Article Test Status Reports
 - A006 Engineering Change Accomplishment Record
 - A007 GFM Reporting
 - A008 Pollution Prevention Plan
 - A010 Failure Analysis and Corrective Action Plan

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6. Exhibit C - The following five ECPs are added to the list of approved no-cost ECPs on attached Exhibit C page 9.

<u>ECP No.</u>	<u>Title</u>
GDLU6193	Release New Shipping and Stowage Specification
GDLU6240	Gunners Seat Adjuster & Handle
GDLU2285	CEU Foundation Firmware Update
GDLU6205	Revise Embedded Diagnostics Dwgs
GDMY1806	Revise Sealant Material Specification

7. In implementation of the above, the following contract pages are deleted and replaced by the attached identically numbered pages:

DELETED AND REPLACED

C1 - C4

D1

H1 and H4 - H10

Exhibit A pages 2 - 6

Exhibit C page 9

8. The above changes are incorporated at no increase or decrease to current prices under this contract. The contractor waives any and all claims for adjustment attributable to circumstances arising from or related to this modification.

9. All other terms and conditions of the Contract are unchanged and remain in full force and effect.

*** END OF NARRATIVE A 054 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. CONFORMANCE WITH SPECIFICATIONS, DRAWINGS AND REQUIREMENTS

C.1.1. M1A2 SEP Abrams Upgrade Tanks and Contractor furnished M256 Gun Mounts delivered under this Contract shall:

- i. Comply with the System Specification for the Tank, Combat, Full-TrackeD, 120MM Gun M1A2, SA-SA00001C dated July 31, 1998 as previously demonstrated by test as documented by the Contractor and/or Government.
- ii. Comply with the Prime Item Product Fabrication Specification for the Tank, Combat, Full-TrackeD, 120MM Gun, M1A2, SC-SA10010, Rev. D, dated 10 April 2000.
- iii. Comply with the demonstrated LRU Product Fabrication Specifications listed in Attachment 02.
- iv. Comply to the extent demonstrated with the required Form and Fit, and interface requirements of the Government Furnished Army Embedded GPS Receiver (AEGR) to meet the AEGR Performance specification 12438580SM dated 29 June 2000.
- v. Comply to the extent demonstrated with the Form and Fit requirements necessary to enable Abrams System functionality with the Single Channel Ground Airborne Radio System (SINCGARS) RT-1523E(C), and the Enhanced Position Location Reporting System/Very High Speed Integrated Circuit (EPLARS/VHSIC).
- vi. Comply with Force XXI Battle Command Brigade and Below (FBCB2) Platform ICD JVIF01011H dated 12 December 2002 for MY2 (CLIN 2001) and MY3 (CLIN 3001) vehicles, which include software version 3.5.2 per ECP GDLU6190 as previously demonstrated by test as documented by the Contractor and/or Government.
- vii. The requirements in i. through vi. above may be modified by Exhibit B and/or Exhibit C of this order.

C.1.2. Engineering Release Record (ERR)

M1A2 System Enhancement Program (SEP) Abrams Upgrade Tank (AUT). The M1A2 SEP AUT technical baseline is that described in Exhibit B, as modified by the Engineering Change Proposals listed in Exhibit C and Contractor approved Change Requests. MOD 01 deletes the DNV from the technical baseline in ERR. Deliverable tanks for Multi-Years 1,2, and 3 will no longer have the DNV.

C.2. CONFIGURATION MANAGEMENT CONTROL

C.2.1. The Government shall be notified electronically of any proposed Contractor change that shall negatively affect meeting a vehicle's performance requirements under Provision C.1.1. above or that lowers the demonstrated performance of the LRU Product Fabrication Specifications listed in Attachment 002. Any changes reducing demonstrated performance of the LRU Product Fabrication Specifications listed in Attachment 002 may be disapproved by the Procuring Contracting Officer within 10 working days after electronic notification of the Change. The Contractor is to highlight these ECP/CR/RFW/RFD requiring Procuring Contracting Officer approval in the Contractor's electronic notice.

C.2.2. Contractor RFD/RFW to Government configuration controlled items listed in BOA DAAE07-01-G-N001 require TACOM Contracting Officer (PCO) approval unless specifically delegated. These RFD/RFW shall be submitted to the PCO in accordance with CDRL A001 of this Delivery Order. The Contractor is to highlight these ECP/CR/RFW/RFD requiring Procuring Contracting Officer approval in the Contractor's electronic notice.

C.2.3. Incorporation of Government ECP into vehicles other than job number one of each year shall be recorded and reported to the Government in accordance with data item A006 DD Form 1423, Exhibit A of the Contract entitled ENGINEERING CHANGE ACCOMPLISHMENT RECORD (ECAR).

C.3. VEHICLE PAINT COLOR

The vehicles shall be painted Tan A686 (Paint Chip 33446)

C.4. CONTRACT DATA REQUIREMENTS

C.4.1. The contractor shall prepare technical data and financial reports in the format and scope specified in the applicable Data Item Description (DD Form 1664) included in Exhibit "A". This information will be furnished in accordance with the requirements, quantities and schedules set forth in the Electronic Contract Data Requirements List (DD Form 1423) Exhibit "A". All data, including ECARDS data, is to be submitted electronically to the Government, reference Provision I-145 FAR 52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999, unless specifically directed otherwise in the data item.

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C.4.2. A Government Agency or Engineering Services Contractor performing under a Government Contract may issue Engineering Change Proposals (ECP) which affect the System Specification, Prime Item Product Fabrication Specification and applicable FIR or other specification (See C.2.1. of the BOA and C.2.1. above) over which the Government retains configuration control; or the Contractor TDP baseline described in Exhibit B of this delivery order. The Contractor shall submit, within 45 working days of receipt of written TACOM Contracting Officer direction, a proposal reflecting the increase or decrease of the unit and total costs of the change including tools and gages, logistics impact, cost of obsolescence or rework, disposal of hazardous waste, manufacturing cost estimates of parts involved and packaging when affected.

C.4.3. Government changes to the Baseline Technical Data Package are incorporated into the Contract in Exhibit C.

C.4.4. Delivered vehicles shall have an Army Maintenance Management System Equipment Record Folder in each one, in accordance with Exhibit A, Sequence Number A005, Data Item Description OT-90-12180.

C.4.5. The Contractor shall provide updates to its approved Pollution Control Plan in accordance with CDRL A008, DD FORM 1423, Exhibit A.

C.4.6. The Contractor shall provide copies of contractor Team Tank internal reports in accordance with CDRL A009, DD FORM 1423.

C.5. GOVERNMENT FURNISHED MATERIAL (GFM)

C.5.1. GFM. The Government furnished items required to be installed in, or delivered with each vehicle shall be furnished by the Government (in the respective required quantities to support work in-process without work around or disruption) FOB the appropriate contractor location according to the requirements lists shown in Attachment 001. All handling, storage and installation costs are included in the vehicle price. The Contractor shall provide GFM reporting per the CDRL A007 DD Form 1423 on a weekly basis.

C.5.2. GFM Titanium Sponge. The Government shall provide the Contractor with titanium sponge for manufacture of the M1A2 SEP Abrams Upgrade Tank in sufficient quantities to support the Delivery Order production schedule.

C.5.3. GFM Germanium Windows. The Government shall provide used Germanium windows to the Contractor for use in manufacture of M1A2 SEP tank Germanium Windows except for the fifty nine (59) Contractor purchased windows in MY1. The quantities to be provided are 1.2 Windows for each deliverable vehicle. If any additional Germanium is needed to complete the Contract, the Contractor may request additional GFM Germanium Windows to fill the shortage. If available, the Government may provide the additional windows at a credit to the Contract Price of \$2,721.00 (plus Contractor mark-ups and profit).

C.5.4. GFM prices used in the Contractor G&A Rates. The Government has provided in the GFM list Attachment 001 of this Delivery Order the total price, by vehicle, for the GFM. This is divided into the price for GFM with a unit price of \$100,000 or more, and a price for GFM with a unit price under \$100,000. GFM priced \$5,000 each per tank set, or less, are not included in the price by mutual agreement of the parties.

C.5.5. GFM software licenses. The Contractor is responsible for acquiring all non-GFM software licenses necessary for the Contractor to produce and for the Government to use the vehicles. Licenses already acquired under Contract DAAE07-95-C-0292 may be used for this delivery order. Software licenses acquired under Contract DAAE07-95-C-0292 by the Contractor and non-GFM software licenses acquired by the Contractor for this delivery order are included in the Contract Price.

C.6. VEHICLE WEIGHT MANAGEMENT

C.6.1. The Contractor shall weigh every sixtieth (60th) vehicle as produced in its "as produced" configuration, excluding Basic Issue Items (BII). The contractor shall maintain a record of such weights. The record shall include the amount of fuel in each cell as indicated on the fuel gauge and list "ship short" items.

C.6.2. Notification of weighing shall be provided to the Government in sufficient time to allow a Government representative to be present

C.7. SYSTEM and LRU SPECIFICATION COMPLIANCE

C.7.1. The Contractor is responsible under C.1.1. of this Delivery Order for meeting System Specification performance of vehicles and the LRU Product Fabrication Specifications listed in Attachment 002 under this Delivery Order to the degree compliance has been previously demonstrated by test as documented by the Contractor and/or Government.

a. testing may prove that the current vehicle or LRU meets a higher level of System Specification or LRU Product Fabrication Specification performance than previously demonstrated. Should a higher level of performance be demonstrated by a documented test report, then that level of performance will be amended to the new level by provision C.1.1. of the Delivery Order, in

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accordance with the "Changes" Clause.

b. testing of non-demonstrated performance requirements documented by the Contractor and/or Government shall be the basis of the demonstrated performance of the vehicle. Should the Government desire to raise the level of demonstrated compliance of any vehicle or LRU under the Delivery Order over the documented performance demonstrated, that design effort shall be accomplished under another Government Contract. Incorporation of the improved performance design into this Delivery Order shall be by a Contracting Officer Change Order Modification under the "Changes" clause.

C.8. FUELS AND LUBRICANTS

C.8.1. Fuels and lubricants used for vehicle break-in and acceptance tests shall be as set forth below.

C.8.1.1. Fuel, diesel, JP-8, and leak detector. The Contractor is authorized to add a leak detector to the fuel provided the leak detector is of a non-staining type.

C.8.1.2. Oil.

- a. Transmission/Final Drive Oil MIL-PRF-21260
- b. Engine Oil/Lubrication High Temperature Stability (HTS) MIL-PRF-23699
- c. Shock Absorber Oil High Temperature Stability (HTS) MIL-PRF-23699

C.9 LONG LEAD MATERIAL REQUIREMENTS

C.9.1. LONG LEAD MATERIAL. Full funding for the acquisition of M1A2 SEP AUT tanks is not made available on a yearly basis. Due to the lead times for delivery of material required for manufacture of the Abrams M1A2 SEP AUT, "Advance Funding" within the meaning defined in DFARS 232.703-1 for the acquisition of Long Lead Material will be obligated for each year under Contract DAAE07-00-C-N044. Upon availability to the Contracting Officer of appropriated funds for the acquisition of vehicles, the Contractor shall be notified, in writing, and the Long Lead Material (LLM) including EOQ material acquired under contract DAAE07-00-C-N044 will be transferred, with all allowable costs, to this delivery order, converted to Contractor material under this delivery order's LLM terms and conditions, and the tanks called up.

C.9.2. UNILATERAL AUTHORITY OF THE GOVERNMENT TO TRANSFER LLM FROM CONTRACT DAAE07-00-C-N044. As part of the agreement reached on this Delivery Order, and provision C.1.7. of Contract DAAE07-00-C-N044, the Contractor and Government have agreed that for program years two (MY2) and three (MY3) call-up of tanks, the Government, represented by the Contracting Officer executing this Delivery Order, shall have the unilateral right to transfer material and funding from Contract DAAE07-00-C-N044 to Multi-years Two and Three of this Delivery Order providing the call-up of any vehicles is fully funded. Transfer of this material and cost by the Government for all vehicles will be accomplished as required in Provision H.5. upon execution of this Delivery Order. Call-up of tanks and transfer of material to this Delivery Order will be coordinated with the Contractor.

C.10. FIRST ARTICLE TEST (FAT) REQUIREMENTS

C.10.1. The Contractor shall perform the FAT listed in Attachment 003 to this delivery order.

C.11. INCORPORATION OF SMALL BUSINESS PLAN

C.11.1. The Contractor's supplement to its Master Subcontracting Plan for 1 October 1999 through 30 September 2002 is approved.

C.11.2. The Contractor's Master Subcontracting Plan dated 27 November, 1996 and its update for this Delivery Order, approved 5 March 2001 by AMSTA-CS-CB are incorporated into this delivery order by reference.

C.12 SIDE ARMOR ASSEMBLY

C.12.1 The detail parts for the below assemblies will be provided as GFM by Site III, Idaho, in pre-sorted sets. These items are necessary to support the production of 307 M1A2 SEP AUTs. The contractor is to install in accordance with ECP GDLT8895 the below pre-sorted side armor package into all 307 vehicles

Right Inner Assy	12467582
Right Outer Assy	12468502
Left Inner Assy	12467587
Left Outer Assy	12468503

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C.12.2 The fasteners required to assemble the pre-sorted side armor package will be contractor furnished material. Backpacks left - 12467584 and right - 12467583 are already being provided as CFM and will not be provided by the Government.

C.12.3 The contractor releases the Government from any liability for defective Government-furnished armor when the repair will not exceed 1 hour per pre-sorted armor package. With the Government QAR concurrence for major repairs over one hour, the contractor shall return the defective or non-conforming piece to the Department of Energy (DOE) in Idaho Falls for correction. The Government shall be responsible for all transportation costs.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D.1.1. ABRAMS SERIES TANKS.

D.1.1.1. The Abrams Series Tank Vehicles shall be preserved and processed for shipment with drive-on/drive-off capability in accordance with SD-X10005; and as delineated in the Abrams Systems Security Classification Guide dated 25 July 1997.

D.1.1.2. Batteries - Vehicles will be shipped with production batteries installed and with all required hardware attached, but not connected to the battery posts. Battery and electrolyte shall be in conformance with the requirements of SD-X10005, par. 3.10.2.

D.2. GUN MOUNTS, BALLISTIC AND ARMOR TEST SECTIONS.

Preservation, packing and packaging shall be in accordance with Commercial Practice to assure safe arrival at the destination point without damage. Security measures delineated in the Abrams Systems Classification Guide will be taken in the packaging, crating and handling of Armor Test Sections, Ballistic Turrets, and Gun Mounts.

*** END OF NARRATIVE D 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
H.1. CONTRACT - ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

ORDER OF PRECEDENCE (Oct 1997)

1) Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the specifications)
- (b) representations and other instructions;
- (c) contract clauses;
- (d) other documents, exhibits, and attachments; and
- (e) the specifications.

The specifications include the ERR.

2) Among the specifications, the following is the order of precedence for the Abrams SEP M1A2 tank:

- 1. Any Interface Control Document referenced in the System Specification and Provision C.1.1. iv., v., and vi.; and
- 2. The System Specification
- 3. Prime Item Product Fabrication
- 4. LRU Specifications listed in Attachment 002
- 5. The ERR/Technical Specifications
- 6. Other specifications

H.2. INTERIM ARMORED VEHICLE (IAV) RATE ADJUSTMENT

The Contract prices shall be adjusted for loss or delay of the IAV program in accordance with Attachment 006.

H.3. MAKE-OR-BUY PROGRAM

In accordance with FAR 52.215-9 (April 1984), changes to those items listed on Attachment 005, Make-or-Buy Program, require Government approval. Approved changes will not require an equitable adjustment to the contract price.

H.4. GFM G&A PRICES (Reference Attachment 001)

H.4.1. Attachment 001 has the negotiated dollar amounts for GFM used in the Contractor's G&A rates.

H.5. LONG LEAD MATERIAL (LLM) FOR END ITEMS

See Provision G.5 in Section G for the full text.

H.6. LATE "GFM"

H.6.1. The Contractor agrees that any late deliveries under other General Dynamics Land Systems contracts for material listed on the Government-furnished material list of this Delivery Order for production of items to be delivered under this order shall not be grounds for equitable adjustment to this order. All cost associated with late deliveries of such material shall be the sole

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responsibility of the Contractor.

H.6.2. If tanks are otherwise ready for acceptance except for late, defective, or missing GFM (but not GFM supplied by General Dynamics under separate contract), the Contractor may at his discretion elect conditional acceptance of tanks as a remedy in place of an equitable adjustment. Any such conditional acceptance will require the withholding of a mutually agreed-to estimate of the cost to install the GFM for final acceptance. Any such conditional acceptance will release the Government from any claim for equitable adjustment relating to the late, defective, or missing GFM related to the vehicles conditionally accepted.

H.7. CONTRACT FUNDING AND TERMINATION LIABILITY

H.7.1. CANCELLATION OF ITEMS (OCT 1997) FAR 52.217-2

Cancellation Under Multi-year Contracts (Oct 1997)

- (a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer --
- (1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or
 - (2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.
- (b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.
- (c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.
- (d) The cancellation charge will cover only --
- (1) Costs --
 - (i) Incurred by the Contractor and/or subcontractor;
 - (ii) Reasonably necessary for performance of the contract; and
 - (iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and
 - (2) A reasonable profit or fee on the costs.
- (e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date --
- (1) Of notification of the nonavailability of funds; or
 - (2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.
- (f) The Contractor's claim may include --
- (1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;
 - (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;
 - (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
 - (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.
- (g) The claim shall not include --
- (1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;
 - (2) Any cost already paid to the Contractor;
 - (3) Anticipated profit or unearned fee on the canceled work; or
 - (4) For service contracts, the remaining useful commercial life of facilities. ?Useful commercial life? means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.
- (h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.
- (i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

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H.7.2. CANCELLATION CEILINGS

H.7.2.1. Cancellation Ceilings for each year of the MULTI-YEAR are provided below. Pursuant to FAR 52.217-2 the following amounts represent the maximum amount the Government may be liable for under said clause in the event any program year(s) is (are) cancelled. Cancellation Ceilings include the Limitation of Government Liability for LLM under Contract DAAE07-00-C-N044.

<u>PROGRAM YEAR</u>	<u>CANCELLATION CEILINGS</u>
Second Program Year	\$1,624,227
Third Program Year	\$1,763,933

H.8. SYSTEMIC WARRANTY (M1A2 SEP AUT)

H.8.1. Definitions:

H.8.1.1. "Acceptance" is execution by an authorized Government Representative of a DOD Form 250 and means the act by which the Government assumes, for itself or as an agent of another, ownership of the identified supplies or recognizes completion of total performance specified in the Order.

H.8.1.2. "Supplies" are the end item vehicle and each component thereof furnished by the Contractor under this Order. The word "Supplies" does not include M1A2 SEP system software nor any other "data," such as documentation, technical manuals, software not integrated in on-tank vehicle systems, reports, and the like.

H.8.1.3. "Vehicle" is the Abrams Series Tank delivered under this Order.

H.8.1.4. "Failure" is any condition or characteristic in any supplies furnished under the Order, that is not in compliance with the requirements of the Order and authorized maintenance documentation.

H.8.1.5. "Essential Performance Requirement" is defined as delivered vehicles under warranty meeting the requirements in C.1.1. of the order.

H.8.1.6. "Design and Manufacturing Requirements" are defined as those structural and engineering plans and manufacturing particulars, including precise measurements, tolerances, materials and finished product tests for the system being produced, as identified in H.8.1.5. above.

H.8.1.7. A "Warranted Design Item" is defined as an item of "supplies" in H.8.1.2., which:

- a) is introduced into the baseline configuration by a unilateral decision of the Contractor; or
- b) is introduced into the baseline configuration by a change to design, manufacturing, or software requirements embodied in an executed contract change order to the baseline configuration and which has satisfactorily completed the appropriate development and planned tests, as mutually agreed upon, by cognizant Contractor and Government technical personnel.

H.8.1.8. "Defects" are defined as:

a) Any condition or characteristic in "supplies" that is not in compliance with the requirements of the Prime Item Product Fabrication Specification, Tank, Combat, defined in Section C.1..

b) "Defects" under the System Specification defined in Section C.1. are defined as specification non-compliance(s) resulting from the introduction of a warranted design item as defined in H.8.1.7.1. a) or b). For the purpose of this paragraph a specification non-compliance is a non-compliance to the system specification to the extent that the Contractor has achieved compliance as previously documented by the Contractor and/or Government test results as referenced in Section C.1. of this Order.

c) During the period of performance of this Order, a system level test may result in achievement of a characteristic which i) was previously untested or ii) confirms the correction to a known prior non-compliance. If any Warranted Design Item change is introduced subsequent to such test and the change degrades demonstrated performance, the degradation shall constitute a defect under H.8.1.8 above. This requirement will be applicable on a prospective basis.

H.8.1.9. The word "Defect" does not apply to known hardware non-compliance(s) in the current vehicle baseline as defined in

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section C.1. of the Order.

H.8.1.10. "Redesign" is defined as the remedy applicable to correct defective warranted design items when workmanship and material and manufacturing non-conformance have been eliminated as the cause of the failure or defect. "Redesign" applies to systemic defects only.

H.8.1.11. "Systemic Defect" is a classification of failures which occurs, or may occur, with a frequency, pattern, or sameness to indicate a logical regularity of occurrence which exceeds expected failures and would justify multiple vehicle corrective action.

H.8.1.12. A "Production Lot" for this Order is the tanks produced under each year of the Multi-Year program under this Order.

H.8.1.13. "Appropriate development and planned tests," as it is used in H.8.1.7, is defined as development together with verification testing that is commensurate with the complexity of the subject change as mutually agreed between the parties. Verification testing may include component, subsystem, system and vehicle level testing, incorporating environmental, EMI, EMC, NBC and Nuclear Testing and any necessary vehicle level verification to include confirmation to the Prime Item Product Fabrication Specification, the System Specification, testing in accordance with the FIR and funded by the Government. Software verification testing may include CSU Test, Integration Test, CSCI Test, Vetricon System Test, Quality Assurance Vehicle Test, Prime Item FIR Vehicle Test (at Lima Army Tank Plant), as well as Government Testing including User-conducted "Beta" testing. In the event that the Government fails to conduct any of the agreed upon testing the parties agree that any characteristic not tested shall not be warranted until such time as the Government funds and the Contractor successfully completes testing on that characteristic as defined in the appropriate test plan.

H.8.2. Coverage:

H.8.2.1. Notwithstanding inspection and acceptance by the Government of supplies furnished under this Order or any clause of this Order concerning the conclusiveness thereof, the Contractor warrants for the periods set forth herein that all supplies provided under this Order:

a. Will be free from all defects in material and workmanship at the time of delivery that would cause the warranted items to fail to meet the requirements of this Order.

b. Will conform to the design and manufacturing requirements set forth in Section C of this Order; and

c. Will meet the essential performance requirements identified in Paragraph H.8.1.5. above.

H.8.2.2. The Contractor shall, to the extent the Contractor's suppliers customarily provide to customers a Greater Warranty covering specific supplies, provide such greater warranty as available for those specific components. The Contractor is identifying such supplies and warranty terms under the Contractor/Government TAPS Contract.

H.8.2.3. GDIS' Mass Memory Unit (MMU) is exempt from the terms of Section H.8.2.2. above. The contractor is not required to provide a Greater Warranty for GDIS MMU.

H.8.2.4 An extended warranty shall apply to all Thermal Management System (TMS) VCSU Controllers, P/N 12438422, manufactured by second tier subcontractor Metric Systems and delivered under this contract. This warranty shall be valid through 6 Dec 03 and covers only those Controllers found to exhibit a +15V short to the housing with failure typically indicated by inability to start up the TMS. This warranty is described in contractors letter MPA 02-1840 dated 27 Sep 02, which submitted a corrective action plan consisting of an extended manufacturers warranty, the reworking of selected assets and a manufacturing process change. That letter has been concurred in by the Government and is incorporated by reference. For all Controllers delivered under this contract that are correctly reported by 6 Dec 03 to exhibit a +15V short, the contractor shall fix those defective units returned to the Contractor at no additional cost to the Government. This extended warranty on TMS VCSU Controllers, P/N 12438422, is in addition to and does not limit the Governments rights under other paragraphs of provision H.8.

H.8.3. Contractor Liability: The Contractor's maximum liability under this entire clause H.8 for the cumulative corrective action taken on supplies delivered under each CLIN shall be limited to the ceiling prices given below. Costs charged by TECOM to the Contractor for software safety release tests count as costs under the warranty liability amounts given below.

CLIN 1001: \$3,961,299.

CLIN 2001: \$4,102,318.

CLIN 3001: \$4,163,943.

H.8.4. WARRANTY FOR SYSTEMIC DEFECTS:

H.8.4.1. MATERIAL REPAIR/REWORK/REPLACEMENT: In the event the Government determines that a systemic defect exists in the warranted vehicles delivered under this contract, and such defect is determined to be the result of a breach of any of the warranties set forth in paragraph H.8.2 above, then the Contractor shall be liable for timely correction of such systemic defect(s) by repair, rework or replacement of the defective supplies. The Government shall provide reasonable evidence in support of each claim of systemic defect, and where necessary evidence of adequate testing of the warranted design items, to establish the nature of the defect at Government expense. Government expense shall include payment to the Contractor for locating and identifying any failed components in tanks which

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have been unconditionally accepted by the Government, when so directed to do so by the Contracting Officer.

H.8.4.2. **REDESIGN:** In addition to the remedy set forth in paragraph H.8.4.1. above, if such a systemic defect exists in a warranted design item, the Contractor shall be liable for redesign of such defective item including any testing required to validate/qualify the proposed redesign, any other effort normally associated with an ECP, provide the redesigned item for vehicles delivered with the defective item and incorporation of the redesign into remaining vehicles to be manufactured under this contract, at no increase in cost to the Government.

H.8.4.3. **NOTICE OF A CLAIM:** Any claim for correction of a systemic defect, including redesign effort, shall be invoked by the Contracting Officer giving notice to the Contractor within forty-five (45) days after the conditions evidencing systemic defect as set forth in this clause have been provided to the Contracting Officer. The Contractor shall have no liability under this warranty unless such notice is received within forty-five (45) days after completion of the applicable warranty period for systemic defects relating to workmanship and material, design and manufacturing requirements, essential performance requirements or warranted design items. Similarly, the Contractor shall have no liability for System Specification non-compliance unless the Contracting Officer documents with the notice of claim that the noncompliance was a defect as defined in H.8.1.8. The Contracting Officer's notification to the Contractor will include the applicable equipment serial number or the part number or the Federal Stock Number of the defective part, location of equipment to the best of the Government's knowledge, the circumstances surrounding the defect(s), evidence of adequate testing including appropriate test reports if not in the Contractor's possession for warranted design claims, and a point of contact to include phone number. The Government shall provide the Contractor at its request, all reasonably available test data related to a test report(s) provided in a claim, if the data is not included in the report(s).

H.8.4.4. The Contractor shall submit to the Contracting Officer a written reasonable recommended redesign plan or corrective action plan within forty-five (45) days, or such other period as may be mutually agreed, after receipt of the Contracting Officer's notice in accordance with H.8.4.3. The Contracting Officer shall, within thirty (30) days after receipt of the Contractor's redesign plan or corrective action plan, either accept or reject the plan. If the Government accepts the plan, the Contractor will proceed with the redesign effort or corrective action at the Contractor's expense. If the Contractor's recommended plan is determined to be inadequate, the Contractor shall be informed of the extent of the inadequacies and shall submit a revised recommendation within thirty (30) days after receipt of such information.

H.8.4.5. The Contractor upon receipt of a warranty claim will provide in the Contractor's format, the Government with warranty tracking data pertaining to the claim to the extent such data may be available in the Contractor's system.

H.8.4.6. If the initial and/or revised recommended redesign is reasonable and can be demonstrated to correct the systemic defect, but the Government directs an alternative design to be implemented, the Contractor shall be entitled to an equitable adjustment for any increased cost to the Contractor caused by implementing the Government's redesign rather than the Contractor's recommended design. In such an event, the Contractor shall have no continuing warranty obligation with respect to the Government directed redesign.

H.8.4.7. Where the Government funded tests for a warranted design item are not satisfactorily completed until after incorporation of the design change into the delivery order, warranty coverage shall commence when items incorporating the design change are initially incorporated into supplies, except that when the item configuration has been further changed as a result of test problems, warranty coverage shall commence when the item containing the configuration that satisfactorily completed the Government funded tests was initially incorporated into supplies.

H.8.5. **WARRANTY PERIOD:**

H.8.5.1. The warranty for material and workmanship for Systemic Defects shall extend from the date of acceptance of the M1A2 vehicle at LATP for a period of fifteen (15) months. If the contractor receives notice of a valid material or workmanship defect within this warranty period, the contractor shall correct such defect in all tanks in which it occurs within the unbroken production lot of the tank upon which notice was given.

H.8.5.2. The Contractor's responsibility for redesign of warranted design items delivered under this Order shall continue for a thirty-six (36) month period following first delivery of the component, part, or system software in a warranted vehicle.

H.8.6. **RIGHT TO EQUITABLE ADJUSTMENT:**

H.8.6.1. If, upon determination of a warranty claim as provided under H.8.4, the Government elects to repair the warranted items at Government expense, or if the Government elects not to require redesign, repair or replacement of defective or non-conforming warranted supplies to which it is otherwise entitled at Contractor expense under this warranty, the Order shall be subject to a downward equitable adjustment.

H.8.6.2. The amount of the equitable adjustment for repair/replacement of warranted supplies shall be the lower of the replacement cost or the agreed upon repair cost to the Contractor. The replacement cost shall be the amount originally charged to the Government in the Contractor's Bill of Material for the defective supplies plus Contractor mark-ups and profit (Component's price not cost). The Contractor shall forward payment quarterly for all warranty claims by the Government for money reimbursement which were resolved during the previous quarter. Payment shall be sent to the Abrams PM Office, Plans and Program Branch (SFAE-ASM-AB-PP) with checks made out to

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"THE TREASURER OF THE UNITED STATES (SFAE-ASM-AB-PP), with a list identifying the user's warranty claim number, date of the claim, amount of each, and Order number under which each claim arose. A copy of the list marked with the identifying check number shall be provided to the Contracting Officer concurrent with payment. The Order will be equitably adjusted in an amount equal to the payment.

H.8.7. Field Maintenance Responsibility and Liability:

H.8.7.1. Maintenance performed by Government personnel in accordance with published maintenance procedures, shall not void any coverage under this warranty and shall be at Government expense, including parts and labor.

H.8.7.2. There will be no voiding of warranty for use by the Government of MIL Spec Parts unless it can be determined that failure is caused thereby.

H.8.8. Exclusions: The provisions of this warranty shall not apply to any warranted supplies if failure has been caused by:

- a. Improper installation or maintenance by the Government.
- b. Operation contrary to the validated and verified Technical Manuals (TMs), design operating parameters, or other written instructions provided to and approved by the Government in such a way as to be a principal cause of the failure.
- c. Repair or alteration by the Government in such a way as to cause the failure.
- d. Misuse, neglect, or accident, including, but not limited to, fire or explosion.
- e. Participation in a combat mission or having sustained combat damage from a combat mission.
- f. Operation outside the specific installation and operating limits specified in Prime Item Product Fabrication Specification or System Specification operating parameters in such a way as to be a principal cause of the failure.
- g. Foreign object damage.
- h. Installation or operation in other than its intended use.
- i. Force Majeure, subversion, riots, vandalism, or sabotage, or fire or explosion induced by or originating from sources external to the warranty items.
- j. Damage attributable to improper packaging, crating, handling, or storage by the Government to the extent of said damage.

H.8.9. Disclaimers and Limitations:

H.8.9.1. Disputes arising under this Order shall be resolved in accordance with the clause of this Order entitled "Disputes."

H.8.9.2. This warranty is the only warranty applicable to the supplies delivered hereunder and is expressed in lieu of all other guarantees or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Additionally, the Contractor shall not be liable for consequential damages resulting from a failure under this clause of supplies delivered hereunder.

H.8.9.3. With respect to Government-Furnished Property (GFP), the Contractor's warranty including its warranty with respect to design shall extend only to proper installation in accordance with the TDP so as not to degrade its performance and/or reliability, unless the Contractor is required to perform modification or authorized repair on such property, in which case the Contractor's warranty shall extend to such modification or authorized repair.

H.8.9.4. Unless specifically provided under this contract, this warranty is non-transferable to other than the intended user of the vehicles.

H.8.9.5. The rights and remedies of the Government provided in this clause:

- a. Shall not be affected in any way by any terms and conditions of this Order concerning the conclusiveness of inspection and acceptance.
- b. Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this Order including, but not limited to, initial acceptance test criteria.

H.8.9.6. Individual claims where the total amount of systemic defect hardware replacement/repair prices are less than \$75,000 each will not be covered by this clause.

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H.8.9.7. The Contractor shall not be liable for warranty claims if it is determined that the failed part(s) was provided by any source other than the Contractor.

H.8.9.8. The Government will provide the Contractor with reimbursement for reasonable and necessary expenses incurred for analysis, inspection and testing of alleged systemic defects where no failure is determined to have occurred and the warranty claim was asserted without reasonable cause.

H.8.9.9. The Government shall bear the costs and liability for transportation resulting from actions under this clause.

H.8.10. Bar Coding: If the Contractor elects to bar code parts or components, information collected pursuant to the Bar Coding system shall be made available to the Government upon request.

H.8.11. OTHER: The parties agree that the Order as awarded includes no direct cost for administration or contingent costs related to this warranty. The parties further agree that the Prime Contractor's own direct administrative or contingent costs related to warranty shall not be recoverable under any equitable adjustment made pursuant to the Changes clause of this contract.

H.9. MATERIAL COST

H.9.1. The prices do not contain any costs for developing alternate sources for Government Source Controlled or WSMR (WSD) drawings in the Technical Data Package. Costs to develop an alternate source will be funded by the Government under another contract with an equitable adjustment to this contract, pursuant to the Changes Clause for incorporation of the resulting ECP.

H.9.2. To assure conformance to the nuclear hardness requirement of SA-S00001C, the Contractor may use electronic material that is certified as being nuclear hard to the appropriate levels. Semiconductors and higher assemblies procured from the Radiation Tolerant Assurance Source of Supply Center (RTASSC) are considered certified, to the levels and conditions specified on the corresponding White Sands Standard Drawings (WSDs). Additionally, a nuclear hardness Letter of Certification (LOC) from the RTASSC for higher assemblies will meet this material requirement. The use of source controlled drawings to ensure nuclear hardness requirements are met is no longer required. The Contractor is not responsible for the nuclear hardness of electronic material procured using WSDs and LOCs from RTASSC, to the extent and under the conditions provided by the WSDs and LOCs. For semiconductors microcircuit and higher assemblies procured from other than RTASSC, the Contractor is responsible for meeting the nuclear hardness requirements of the System Specification to the extent previously demonstrated in Government testing.

H.10. EOQ/"OUT OF PRODUCTION" MATERIAL

H.10.1. "Out of Production" Material is defined as, "Material necessary for manufacture of the Vehicles contracted for under this Delivery Order, which will no longer be available for out years production/delivery requirements. This material is going "Out of Production" and unless the necessary quantities, and an appropriate attrition factor of this "Out of Production" material is immediately acquired the Contractor will not be able to meet its contract requirements. Replacement of the "Out of Production" material will require design and testing of the replacement part or component. The parties have agreed that purchase of "Out of Production" material needed to complete the current delivery order/contract requirements, plus a reasonable attrition factor, is in the best interest of both parties.

H.11. COMMINGLING OF MATERIAL

H.11.1. The Contractor and its subcontractors are authorized to commingle material produced, purchased, or otherwise furnished by the Contractor under this Delivery Order, as well as Shop Replaceable Units (SRU's) and Line Replaceable Units (LRU), and other materials provided by the Government, except for the material described in H.11.2 below. For the purpose of this provision, the same part manufactured to different revision levels may be commingled, except as described in H.11.2. below and where parts are specifically designated as obsolete by TDP revision.

H.11.2. Parts and Components which may not be commingled are:

H.11.2.1. Engine. The Contractor will receive as GFM three types of engines: PROSE Abrams engines, SLE Abrams engines, and Egyptian Engines (for kitting).

- a. PROSE engines only go into SEP, Wolverine, and A2 to SEP A2 retro-fit vehicles.
- b. SLE engines only go into AIM vehicles.
- c. Egyptian engines only go into kits for shipment to Egypt.

H.11.2.2. Transmissions. The Contractor will receive three GFM transmission types. M1A1 Transmissions, M1A2 which are the same as the M1A1 transmission except they have a valve body change incorporated. Egyptian transmissions (M1A1)

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- a. SEP M1A2 and M1A2 to SEP transmissions. These are SEP M1A2 transmissions with the valve body.
- b. AIM transmissions. These are M1A1 transmissions without the valve body.
- c. Egyptian transmissions.

H.11.2.3. Cannon Assemblies. These can be either new or reclaimed. These cannot be mixed.

- a. AIM, A2 to SEP A2 Retro-fit use reclaimed cannon assemblies.
- b. SEP and GOE use new 120mm cannon assemblies.

H.11.2.4. All RECLAIMED parts shall be segregated from NEW parts.

H.11.2.4.1. The contractor is authorized to commingle non-modified and non-refurbished material taken off vehicles under Delivery Order DAAE07-01-G-N001/0006 and DAAE07-01-G-N001/0007 with new material under Delivery Order DAAE07-01-G-N001/0003. The contractor is also authorized to commingle modified, non-modified, refurbished and non-refurbished material as delineated in Attachment 001 under DAAE07-01-G-N001/0006 with new material under DAAE07-01-G-N001/0003 and shall warrant the commingled material as new material. The contractor shall warrant material taken off vehicles under Delivery Order DAAE07-01-G-N001/0006 and DAAE07-01-G-N001/0007 and use on Delivery Order DAAE07-01-G-N001/0003 as new material.

H.12. M1A2 SEP ABRAMS UPGRADE TANK (M1A2 SEP AUT) PROGRAM CLOSE-DOWN

H.12.1. The Delivery Order prices do not include any direct costs associated with the close-down of the M1A2 SEP AUT vehicle program.

H.12.2. The Contractor's close-down actions not in the vehicle prices, based on Part 45 of the Federal Acquisition Regulations, are:

- a. Preparation of machines for shipment.
- b. Preparing final inventories, boxing and identifying special tooling, test equipment, fixtures and gages required to process parts assigned to various pieces of equipment.
- c. Boxing and protecting any special controllers, etc., that are required for machines.
- d. Layaway and ninety (90) day in-place maintenance of Government production and research property.
- e. Update of all property records for Government production and research property.
- f. Maintenance of real property from the last production delivery through 31 December 2004.

H.13. SIDE ARMOR

H.13.1. The detail parts for the assemblies below will be provided as GFM rather than completed assemblies in MY1. All fasteners required to assemble same will be Contractor furnished. Furnishing of fasteners is applicable to MY1 only. The Government shall provide the side armor requirements for MY2 and MY3 10 months prior to the delivery date for the first vehicle of the next multi-year. Part numbers 12324224-1 and 12324222-1 in these assemblies is Contractor Furnished material, listed on the LLM lists, and will not be provided by the Government.

RIGHT INNER ASSY PARTS	12467582
RIGHT OUTER ASSY PARTS	12468502
LEFT INNER ASSY PARTS	12467587
LEFT OUTER ASSY PARTS	12468503

H.13.2. The CLIN 2001 and CLIN 3001 tank prices, except for Part numbers 12324224-1 and 12324222-1, do not include material or labor costs, mark-ups, or profit for the side armor.

H.14. GPS TEST STAND RECOUPMENT

Before using the Government furnished GPS Test Stands for commercial sales, the Contractor shall negotiate a fair and reasonable recoupment of the acquisition cost with the Government.

H.15. PRICE ADJUSTMENT FOR MATERIAL PRICE CHANGE

H.15.1. The Prices in this Multi-Year Delivery Order for 307 M1A2 SEP AUT do not include a credit for lower material costs (Production and FAT) submitted by the Contractor (reference document MPA 01-0751 dated 3/29/2001). The total credit at the unloaded material line is \$2,355,286.

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H.15.2. The Government retains the unilateral right to adjust downward the vehicle prices in this delivery order for the Contractor's disclosed material variance costs. This amount will be adjusted for rates (using FPRA), Profit, and Cost of Money.

H.16. VCSU Non-DELIVERY

H.16.1. The Government is diverting VCSU (a Thermal Management System component) from production at Lima Army Tank Plant (LATP) to Abrams tanks that have been fielded. The first year of deliveries (MY1 CLIN 1001, 100 vehicles) may be delivered at LATP without a VCSU. Delivery of vehicles by the Contractor is authorized for MY1 vehicles subject to a withholding amount per vehicle presented for delivery without a VCSU. The withholding amount per vehicle is \$87,040 (Material, GDLS Mark-ups and Profit). This withhold will be paid upon written verification on the Contractor delivery document of delivery, installation, and successful test of a VCSU at the installation point. Invoices shall be submitted to the LATP Administrative Office for payment.

H.16.2. The Contractor is authorized to use up to 90 VCSU delivered under Contract DAAE07-95-C-0292, reference paragraph 4. of Modification P00115 of that contract, which have been refurbished to like new condition and updated to the final VCSU configuration in vehicles delivered under this Contract. These VCSU may be used in retro-fitting MYI units conditionally accepted without VCSU or in production vehicles.

H.17. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

H.17.1. FAR 52.223-3 requires a list of any hazardous material, as defined by the current Federal Standard No. 313 (Fed-Std 313), with a description of the material and a National Stock Number or Special Item Number. For each item identified as being hazardous, the Contractor must provide a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Fed-Std 313. The data must be submitted whether the material is actually manufactured by the Contractor, or not. This is to be provided with the Contractor's proposal and updated for changes through the period of performance of the Contract.

H.17.2. FAR 52.223-3 states that for non-submittal of the required identification of material, including a Material Safety Data Sheet for each item, the Contractor may be considered unresponsive and ineligible for award. The parties agree that the Contractor has not submitted either a description of hazardous material delivered under this delivery order, nor the Material Safety Data Sheet. The parties have not agreed that this requirement applies to this delivery order. The parties do agree that the negotiated prices for tanks under this delivery order do not include any direct costs for compliance with the FAR 52.223-3 general provision.

H.17.3. The parties agree that this matter will be set-aside until after award of this delivery order, and the requirements under the Delivery Order set by FAR 52.223-3 will be settled within 30 days of the award.

H.18. Transfer of ?Out of Production? Material into Delivery Order DAAE07-01-G-N001/0003.

H.18.1. The Government has acquired ?Out of Production? Material (reference H.10.) through the Contractor to provide the Government and Contractor material for production and spares. This material was acquired under Contracts DAAE07-00-C-N044 and DAAE07-95-C-0292, and TACOM-Rock Island delivery orders/contracts.

H.18.2 The contractor?s requirements for microcircuits GFM are indicated on Attachment 008 by program year and in total. For several of the chips, the Government has already purchased sufficient quantities for all 307 tanks. (Quantities purchased are shown in the column titled ?SEP 307 LCB Qty?; those with sufficient quantities for all 307 tanks are indicated by a positive number in the column titled ?Short/Over?.)

H.18.3 For those that don?t have a sufficient quantity, the Government plans either to furnish additional GFM or change the contract by incorporating an engineering change with a replacement chip. The dates by which the contractor would need such an engineering change to meet delivery schedules are indicated on the fourth page of Attachment 008.

H.18.4. The Government has agreed to transfer to this delivery order the material quantities shown in the ?SEP 307 LCB Qty? column under the conditions below. If, as a result of normal production attrition, the contractor requires additional chips, he may request an addition of up to 5% of the original quantity. The cost of this material will not be transferred from the original contracts. The parties agree that this material is in the possession of the contractor at time of delivery order award.

a. The Contractor shall confirm the transfer of this material from the previous contracts to this delivery order by execution of a DD Form 1149.

b. Although still Government-owned material, the contractor shall be responsible for risk of loss and for meeting the contract requirements as if the material were contractor-furnished. Storage, protection and accountability shall be provided in accordance with the contractor's approved practices.

H.18.5. The Contractor has confirmed that costs associated with transfer of Government provided ?Out of Production? material identified

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-N001/0003 MOD/AMD 36	Page 18 of 19
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS DIV

in Attachment 008 have been excluded from the Delivery Order prices and supplier purchase orders. Should the Contractor later find this condition to have changed or to have been reported incorrectly, the Contractor shall report this condition within ten (10) days to the TACOM Contracting Officer for a downward adjustment to the Delivery Order price.

*** END OF NARRATIVE H 001 ***

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	DD FORM 1423 CONTRACT DATA		007	
Exhibit C	M1A2 SEP BASELINE CHANGES		008	

EXHIBIT A

DD FORM 1423 Data Items

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E. _

A. CONTRACT LINE ITEM NO.: 0004 B. EXHIBIT: A C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP TANK E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

1. DATA ITEM NO. A001
2. TITLE OF DATA ITEM: MIL-STD-973
3. SUBTITLE: Contractor Change Notice
4. AUTHORITY : 5. CONTRACT REFERENCE: B.2., C.2.1. 6. REQUIRING OFFICE: SFAE-GCSS-W-AB-S 7. DD250 REQ: No
9. DIST. STATEMENT REQUIRED: No 10. FREQUENCY: As Required 12. DATE OF FIRST SUB: NA
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	SFAE-GCS-AB-LR konwinsl@tacom.army.mil	0		1
	SFAE-GCS-AB-S harjuw@tacom.army.mil	0		1
	AMSTA-AQ-AHEB (NOTE 1) boiceg@tacom.army.mil	0		1 NOTE 1
	15. TOTAL:	0		3-4

16. REMARKS: Electronic notification of any CR, RFW, RFD, ECP to the technical data package shall be provided to the offices listed in block 14. MIL-STD-973 format is to be used as a guide. Logistics impact is to be conspicuously marked. This notice does not replace the requirement for ECPs to be presented to a Government Configuration Control Board. NOTE 1: Deliver ONLY if CR/ECP/RFD/RFP affects System Specification, Prime Item Product Fab Specification, defined LRU Prod Fab Specifications, or the FIR for the vehicle.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO.: 0004 B. EXHIBIT: A C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP ABRAMS E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

1. DATA ITEM NO. A002
2. TITLE OF DATA ITEM: DI-QCIC-80736 Quality Inspection, Quality Deficiency Report
3. SUBTITLE: DGM Report
4. AUTHORITY : 5. CONTRACT REFERENCE: B.2, B4.2; C.5.1 6. REQUIRING OFFICE: SFAE-GCSS-W-AB-QA.
7. DD250 REQ: No 9. DIST. STATEMENT REQUIRED: No 10. FREQUENCY: As Required 2. DATE OF FIRST SUB: NA
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	SFAE-GCS-AB-Q DunklinB@tacom.army.mil	0		1
	DCMDE-GJQB John.Dowling@dcma.mil	0		1
	15. TOTAL:	0		2

16. REMARKS: Report shall be made to the cognizant Government QAR, John Dowling, using either DGM report or SF368. Report shall be submitted immediately in case of Category I deficiency; follow-up documentation within 2 days. Category II reports shall be submitted within two days of deficiency discovery. Info copy of completed SF 368 shall be included with all shipments of deficient material returned to the Government.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: I. APPROVED BY:
H. DATE: J. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.: 0004 B. EXHIBIT: A C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP TANK E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: DI-T-1906 Quality Test and Demonstration Reports
3. SUBTITLE:
4. AUTHORITY : 5. CONTRACT REFERENCE: E.8. 6. REQUIRING OFFICE:SFAE-GCSS-W-AB-S 7. DD250 REQ: No
9. DIST. STATEMENT REQUIRED: No 10. FREQUENCY: As Required 12. DATE OF FIRST SUB: NA
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	SFAE-GCS-AB-QA dunklinb@tacom.army.mil	0		1
	AMSRL-SL-EM	0		1*
	AMSTA-TR-E/TANK or AMSTA-AR-QAW-C	0		1**
15. TOTAL:		0		3

16. REMARKS: Contractor Test Report required within 21 days after completion of test or five working days prior to vehicle acceptance, whichever occurs first. Contractor shall submit amended test reports and/or corrective actions as needed. CD disks are to be delivered as they become full or when last report is submitted, whichever occurs first, but not more frequently than quarterly. Provide updated index lists (by year and in part number order) with each submission. *One time distribution to this address of FAT reports containing EMI test data for part numbers undergoing FAT having EMI scope. Address is: U.S. Army Research Laboratory, ATTN: AMSRL-SL-EM (Jorge Sanchez); Survivability Lethality Analysis Directorate, White Sands Missile Range, NM 88002-5513. ** One final copy to AMSTA-TR-E/TANK (TACOM-Warren) for Hull components or AMSTA-AR-QAW-C (TACOM-Rock Island) for Turret components.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO.: 0004 B. EXHIBIT: A C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP ABRAMS E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

1. DATA ITEM NO. A004
2. TITLE OF DATA ITEM: OT-87-12065(T) Component First Article Test Status Reports
3. SUBTITLE: FAT Flash Report
4. AUTHORITY : 5. CONTRACT REFERENCE: E.9. 6. REQUIRING OFFICE:SFAE-GCSS-W-AB-QA.
7. DD250 REQ: No 9. DIST. STATEMENT REQUIRED: No 10. FREQUENCY:As Required 2. DATE OF FIRST SUB: NA
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	SFAE-GCS-AB-Q DunklinB@tacom.army.mil	1		0
	AMSTA-TR-E/tank	1		0
	AMSTA-AR-QAW-C	1		0
	DCMDE-GJQB Julie.Stammen@dcma.mil	0		1
15. TOTAL:		0		4

16. REMARKS: Reports are submitted when FAT test (list in Attachment 002) failures/incidents occur. Electronic reports shall go to DCMDE-GJQB at Julie.Stammen@dcma.mil for distribution to other Government Offices.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:
G. PREPARED BY: I. APPROVED BY:
H. DATE: J. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0004	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP AUT	E. CONTRACT/PR NO.:	F. CONTRACTOR:

1. DATA ITEM NO. A005			
2. TITLE OF DATA ITEM: OT-90-12180, The Army Maintenance Management System Equipment Record Folder			
3. SUBTITLE: Equipment Record Folder			
4. AUTHORITY:	5. CONTRACT REFERENCE: C.4.4.	6. REQUIRING OFFICE:	7. DD250 REQ:
9. DIST. STATEMENT REQUIRED:	10. FREQUENCY:	12. DATE OF FIRST SUB:	
8. APP CODE:	11. AS OF DATE:	13. DATE OF SUBS. SUB:	

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
		AMXLS-LA		COPY 1
		AMSTA-IM-AA		COPY 2
		OVERPACK		COPY 3
		15. TOTAL:		2

16. REMARKS: Equipment record folder shall be updated and delivered with each vehicle. DA Form 2408-4 Weapons Records and DA Form 2408-9 Equipment Control Record must be updated to include gun mount changes and record number of rounds fired including test records. The Equipment Record folder is packed with the vehicle. This is not an electronic data item.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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A. CONTRACT LINE ITEM NO.: 0004	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP AUT	E. CONTRACT/PR NO.:	F. CONTRACTOR:

1. DATA ITEM NO. A006			
2. TITLE OF DATA ITEM: DI-E-8XXX02 Engineering Change Accomplishment Record (ECAR)			
3. SUBTITLE: STA Form 1605, ECAR			
4. AUTHORITY:	5. CONTRACT REFERENCE: C.2.3.	6. REQUIRING OFFICE:	7. DD250 REQ:
9. DIST. STATEMENT REQUIRED:	10. FREQUENCY:	12. DATE OF FIRST SUB:	
8. APP CODE:	11. AS OF DATE: See Blk 16	13. DATE OF SUBS. SUB:	

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	AMSTA-TR			1
	DCMDE-GJQB John.Dowling@dcma.mil			1
	AMSTA-GDC			1
		15. TOTAL:		3

16. REMARKS: STA Form 1605, ECAR, or Contractor form GDLS 84-007-1153 referenced in Contractor document SP 9-400 shall be submitted within 5 days after incorporation of changes in production configuration. The Contractor shall provide electronic copies of the form.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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G. PREPARED BY:	I. APPROVED BY:
H. DATE:	J. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.: 0004	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP AUT	E. CONTRACT/PR NO.:	F. CONTRACTOR: GDLS Inc.

1. DATA ITEM NO. A007			
2. TITLE OF DATA ITEM: GFM Reporting			
3. SUBTITLE:			
4. AUTHORITY:	5. CONTRACT REFERENCE: HC.5.1.	6. REQUIRING OFFICE:SFAE-GSS-W-CP	7. DD250 REQ:No
9. DIST. STATEMENT REQUIRED:	10. FREQUENCY: Weekly	12. DATE OF FIRST SUB:45 days after award	
8. APP CODE:	11. AS OF DATE:	13. DATE OF SUBS. SUB:	

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	SFAE-GCS-AB-CC Dean Paavola, paavolad@tacom.army.mil		0	1
	SFAE-GCS-AB-CO Andy Wood, wooda@tacom.army.mil		0	1
	SFAE-GCS-AB-SP Rose Ketchum, ketchumr@tacom.army.mil		0	1
	SFAE-GCS-AB-LD Leonard Konwinski, konwinsl@tacom.army.mil		0	1
		15. TOTAL:		4

16. REMARKS: Electronic submission. Plants include: Lima, Sterling, TVS, ANAD, Muskegon, IVO. Provide in each report the Plant reporting (Line 1), Production Year (Line 2), Contract Number (Line 3), Date Updated-Net Receipts-DGM-and Run Production (Line 4), and Plant P.O.C. for Report. Provide the Item Number, Part Name, Part Number, NSN, Use Factor, Net Receipts, Cum Production, DGM stocks, Production Stock, Work Days to Drop Dead Date before stocks run out.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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A. CONTRACT LINE ITEM NO.: 0004	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM:	E. CONTRACT/PR NO.:	F. CONTRACTOR: GDLS

1. DATA ITEM NO. A008			
2. TITLE OF DATA ITEM: OT-91-12235(T) Pollution Prevention Plan			
3. SUBTITLE:			
4. AUTHORITY:	5. CONTRACT REFERENCE:C.4.	6. REQUIRING OFFICE:SFAE-GCSS-W-AB-C7.	DD250 REQ:
9. DIST. STATEMENT REQUIRED:	10. FREQUENCY: see 16.	12. DATE OF FIRST SUB:45 days after award	
8. APP CODE:	11. AS OF DATE:	13. DATE OF SUBS. SUB:	

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	SFAE-GCS-AB-C JaroszT@tacom.army.mil			1
	SFAE-GCS-AB-S HaruW@tacom.army.mil			1
	DCMDE-GJQA Nicholas.Jurosic@dcma.mil			1
		15. TOTAL:		3

16. REMARKS: Update plan as required when it changes. DCMDE electronic copies are to be sent via EDW DCMC Detroit@dcma.mil Brief PM Abrams Procurement Quarterly.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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G. PREPARED BY:	I. APPROVED BY:
H. DATE:	J. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.: 0004 B. EXHIBIT: A C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP TANK E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

1. DATA ITEM NO. A009
2. TITLE OF DATA ITEM: Tank Team Reports in Contractor format
3. SUBTITLE:
4. AUTHORITY : 5. CONTRACT REFERENCE: C.4.6. 6. REQUIRING OFFICE:AMSTA-LC-CAEB 7. DD250 REQ: No
9. DIST. STATEMENT REQUIRED: No 10. FREQUENCY: Monthly 12. DATE OF FIRST SUB: NA
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	AMSTA-AQ-AHEC jacksonjo@tacom.army.mil / sonnenw@tacom.army.mil	0		1
		15. TOTAL:	0	1

16. REMARKS: electronic reporting: jacksojo@tacom.army.mil or sonnenw@tacom.army.mil
A009A- Manpower Burden Center Work Force Report (Royal Latshaw)// A009B- Manufacturing Hours By Contract: Shop Floor Control (Standard) Hours By Contract (Current Month And Cumulative), Accounting Direct Labor (Actual) Hours By Contract (Current Month And Cumulative), Efficiency By Contract (Current Month And Cumulative), Shop Floor Control And Direct Labor Hours Transferred (Current Month) Between Contracts (Paul Gorishek) // A009C- Manufacturing Performance Contract History Report (Paul Gorishek) // A009D- Total Operational Labor Hours For Discreet Contract Charges, Tank and Propulsion Product Line Allocations, Control Tests and Tool/Maintenance Allocations (Carol Brockett)// A009E- All Plants-Current 6 Month Average Efficiency by Department Report.(Roger Fachini).

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
G. PREPARED BY:	I. APPROVED BY:
H. DATE:	J. DATE:

A. CONTRACT LINE ITEM NO.: 0004 B. EXHIBIT: A C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP ABRAMS E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

1. DATA ITEM NO. A010
2. TITLE OF DATA ITEM: Failure Analysis and Corrective Action Plan OT-91-12221
3. SUBTITLE: COMPONENT CONTROL TEST FLASH REPORT
4. AUTHORITY : 5. CONTRACT REFERENCE: E.14 6. REQUIRING OFFICE: SFAE-GCSS-W-AB-QA
7. DD250 REQ: NO 9. DIST. STATEMENT REQUIRED: NO 10. FREQUENCY: 2. DATE OF FIRST SUB:
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	SFAE-GSC-AB-Q meiszcz@tacom.army.mil	0		1
	SFAE-GCSS-W-AB-S harju@tacom.army.mil	0		1
	SFAE-GCSS-W-AB-C oederc@tacom.army.mil	0		1
	AMSTA-TR-E-tank	0		1
	AMSTA-AR-QAW-C	0		1
	AMSTA-AR-QAC-F	0		1
		15. TOTAL:		6

16. REMARKS: Contractor notification of test incident failure is required within the following time frame. Verbal notification within two (2) working days (POC T. Mieszcza, 586-574-5921, Mieszczt@tacom.army.mil). Written report within eight (8) working days.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
G. PREPARED BY:	I. APPROVED BY:
H. DATE:	J. DATE:

EXHIBIT C

M1A2 SEP Abrams Upgrade Tank

Changes to the Baseline Configuration (Exhibit B)

EXHIBIT C.1

Engineering Change Proposals (ECP) in the Contract Price changing the Baseline TDP

MOD 02 deletes the DNV,Part # 12273170, from the baseline ERR for deliverable tanks in Multi-Years 1,2,and 3.

EXHIBIT C.2

Engineering Change Proposals in Vehicles which are Not Priced changing the Baseline TDP

EXHIBIT C.3

Priced Engineering Change Proposals incorporated by Modifications changing the Vehicle Baseline

MULTI-YEAR 1

GDLU2251
GDLU2228

MULTI-YEAR 2

GDMY0380
GDMY1317
GDMY1495
GDMY1082
GDLU2195
GDLU2251
GDLU2228
GDLT8970 Effectivity @ vehicle 61
GDMY0721
GDLU2239
GDMY1349
GDLU6187*
GDLU2297 Effectivity @ vehicle 54

MULTI-YEAR 3

GDLY0380
GDMY1317
GDMY1495
GDMY1082
GDLU2195
GDLU2251
GDLU2228
GDLT8970
GDLU2200
L8T1004R2
GDMY0721
GDLU2239
GDMY1349
GDLU2197
GDLU6187*
GDLU2297
GDLU2225**

* Added to Exhibit C.3 by ceiling priced Modification 26. MY2 vehicle effectivity is TBD.

** Added by firm fixed price modification 35.

EXHIBIT C.4

Approved No Cost ECP's and Change Requests changing the Baseline TDP and included in the Contract Price.

Reference GDLS letter MPA 01-2101 dated 31 Aug 2001:

CR/ECP No.	Description
GDLT8938	Correct QAR omission
GDLT8969	Revise electrical repair kit
GDLU2182	Release CDU switch guard
GDLU2236	Change microcircuit vendor
GDLU2248	Correct armor drawings
GDMY0603	Revise harness drawing
GDMY0611	Dual optical coupler microcircuit change
GDMY0613	Component serialization
GDMY0629	Circuit card assy valve control module
GDMY0634	Performance reqm't for coupling assy.
GDMY0644	Change screw from CRES to steel
GDMY0647	Change NBC hose part number
GDMY0648	Revise dimension of adapter 9376985
GDMY0649	Change turret part inserts
GDMY0650	Support hull power distribution unit
GDMY0651	Connector cover finish revised
GDMY0654	Turret platform channel optional material
GDMY1557	Revise TMS controller spec SC-SA15221A
GDMY1576	Wiring diagram-HPDU
GDMY1582	Power supply connector p/n corrections
GDMY1586	Internal fan assy. revisions
GDMY1596	Make corrections to APCM spec.

Reference GDLS letter MPA 01-2386 dated 4 Oct 2001:

CR/ECP No.	DESCRIPTION
GDLU2278	CORRECT TURRET SIDE ARMOR
GDLU2284	PAINT FREE ANTENNA HOUSING
GDMY0385	REVISE FCEU ANALOG OUTPUT TABLE
GDMY0598	CORRECT ORING CALLOUTS
GDMY0627	MICROCIRCUIT, LATCHED DRIVER VENDER P/N
GDMY0653	ICWS PERISCOPE COATING
GDMY0658	CHANGE COLOR CALLOUT FOR NYLON RESIN
GDMY0662	UPDATE NEEDLE VALVE DWG
GDMY0664	REVISE VENDOR ADDRESS
GDMY0665	CLAMP DWG NOTE REVISION
GDMY0666	STRAP P/N CHANGE
GDMY0669	CHANGE CONNECTOR ON GPS
GDMY0672	CORRECT WIRE CALLOUTS ON HARNESS
GDMY0675	CIRCUIT CARD ASSY REVISION
GDMY0681	GUARD REVISION
GDMY0685	Revise Tube Assy Dwg.

GDMY0689	COUPLER DWG PN UPDATE
GDMY1567	REDESIGN AIR DAM
GDMY1570	HULL ELEC INSTALLATION
GDMY1574	REVISE FIRE EXT. INTALL
GDMY1587	CHECK VALVE DWG UPDATE
GDMY1597	TURRET HYD - ORING QTY UPDATE
GDMY1598	TURRET ELEC INSTALL
GDMY1600	CORRECT DIM ON COVER WELDMENT
GDMY1602	ADD OPTIONAL MATERIAL FOR DECAL
GDMY1603	FIRE CONTROL INSTAL REVISIONS

Reference GDLS letter MPA 01-2815 dated 10 Dec 2001:

CR/ECP No.	Description
GDMY0529	IFCP CCA CORRECTION
GDMY0591	REVISE MATERIAL SPEC FOR HOUSING
GDMY0612	COMPONENT SERIALIZATION
GDMY0622	REVISE TURRET STRUCTURE DWG
GDMY0639	Power Pack Assy
GDMY0671	Correct PJCU Spec
GDMY0682	CHANGE VALVE P/N
GDMY0686	WIRING HARNESS ASSY REVISION
GDMY0693	ADD AND CHANGE WELD SYMBOLS
GDMY0694	LIFTING STRAP SIZE DISCREPANCY
GDMY0695	CHANGE P/N MARKING METHOD
GDMY0696	DID Housing Drilled Holes
GDMY0701	LOADERS HATCH POST MOUNT
GDMY0702	Vendor Call Out Update
GDMY0703	Revise CEU Plate Assy Connector
GDMY0704	Correct Washer Dimension
GDMY0705	Revise Screw Lubrication Note
GDMY0706	Correct HPDU Support Dwg
GDMY0708	Revise Note 2.1
GDMY0712	Circuit Card Assy Revisions
GDMY0716	Add Lockwashers to GCDP Bracket
GDMY1498	BUS BAR MATERIAL OPTIONS
GDMY1511	COMPONENT PART REPLACEMENT FOR AIM I/O
GDMY1607	CORRECT CONNECTOR P/N
GDMY1608	CORRECTION OF 90 DEGREE ELBOW P/N
GDMY1610	RELOCATION OF WELDMENT
GDMY1611	Revise Lower Fire Bottle Guard
GDMY1613	Correct FCCP Dwg
GDMY1617	Restore Dimensions to Handle

Reference GDLS E-MAIL dated 22 Mar 2002:

ECP

GDLU2235

Change Number

GDLT8845
GDLT8891
GDLT8895
GDLT8964

GDLT8976
 GDLT9031
 GDLU2136
 GDLU2149
 GDLU2155
 GDLU2165
 GDLU2170
 GDLU2171
 GDLU2178
 GDLU2183
 GDLU2192
 GDLU2205
 GDMY0362R1
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 GDMY0474
 GDMY0481
 GDMY0495
 GDMY0514
 GDMY0523
 GDMY0531
 GDMY0534
 GDMY1343
 GDMY1393
 GDMY1451
 GDMY1460
 GDMY1476
 GDMY1477
 GDMY1478
 GDMY1479
 GDMY1480
 GDMY1481
 H9T2031R1
 HBL00530
 L0T1003
 L9T1010C1

* Mod 32 deleted ECP: GDMY0450

Reference GDLS letter MPA 02-0870 dated 9 May 2002:

CR/ECP No.	Description	GDLS Internal Ref. No.
GDMY0698	Turret Elec. TDP Correction	R.A. 01-93
GDMY0730	Starter Motor Paint	
GDMY1618	Doc Change - IFCEU Backplane	
GDMY0710	IFCEU/FCEU Harness Conductor	
GDMY0726	Connector Doc Change	
GDMY1615	Secure Lighting Spec	
GDMY0728	Revise Pictorial Profile of Hook	R.A. 01-94
GDLU6179	Pulse Jet Control Unit	
GDMY0730	Starter Motor Paint Req.	
GDMY1604	Gunners Control & Display	
GDMY1621	Revise UAAPU Interface	
GDMY1623	Rear Left Fuel Door Revision	
GDMY1626	UAAPU Cover	
GDMY0732	Update External NATO Slave Guard	
GDLU6185	Revise Pressure Check	R.A. 02-01
GDMY0684	Optional Reflective Coating	
GDMY0692	Update Wiring Harness	
GDMY0679	Replace Cadmium Inserts	
GDMY0709	Prime Power Controller Assy Rev	R.A. 02-02
GDMY0734	Circuit Breaker Vendor Revision	
GDMY0750	Revise PJAC QARS	

GDMY1522	PIM Spec Change	
GDMY1628	Harness Revision	
GDMY1630	Turret Electrical Install	R.A. 02-03
GDMY1620	Fuel System	
GDMY0754	Fire Control Install	
GDMY0747	Hull Rework	
GDMY0746	Correct Test Points MPU CEU	
GDMY0745	Chassis Assembly Install	
GDMY0744	Safety Guard	
GDMY0741	Hull Electrical, Fire Control	
GDMY0740	Brake Control Install	
GDMY0738	Fire Control	
GDMY0729	Fire Control	
GDMY0727	Hull Electrical/Chassis Electrical	
GDMY0582	Cell Assembly Installation	
GDMY0670	Jackscrew Assy.	R.A. 02-05
GDMY1638	Revise Vendor P/N	
GDMY1639	Revision to Dwg.- Error Correction	
GDMY1651	Correct TI Part Number	R.A. 02-06
GDMY0631R1	Update Fire Bottle	R.A. 02-09
GDMY1646	Revise Refresh Timing	
GDMY1664	Fire Control, Hull Electrical	
GDMY1659	Update Vendor Rev Level	
GDMY1669	Restore Missing Dimension	
GDLU6186	Add Quality Req to Starter	
GDMY1612	Revise TMS Controller Spec	
GDMY1644	Change Lead Forming Procedure	
GDMY1648	Update Suggested Source	
GDMY1666	Add Tee & Change Qty	
GDMY1670	Correct Dim of Tube	
GDMY0749	Change Jack Part Number	
GDMY1672	Revise GD&T of PPC Gasket	
GDMY1673	Gun Mount Material Revision	R.A. 02-11
GDMY1667	Change Adhesive Tape	
GDMY0610	Correct Firmware Support	R.A. 02-12a
GDMY1643	Move Ground Strap	
GDMY1677	PPC Fastener Change	
GDMY0711	Fire Control Obs Updates	
GDMY1619	Fire Suppression Fill Proc. Update	
GDMY1625	Rev. Weld Callout Left Sponson	
GDMY1627	TMS Manifold w. PSI Flow Transducer	
GDLU2326	Revise Internal Harness Dwg.	R.A. 02-13a
GDMY1674	CBA and Schematic Change	
GDMY1684	Revise Material Note	
GDMY1652	Correct Vendor Address	
GDMY1682	Optional Material for Arm	
GDLT8938	Revise QAR; Leak Test Swag	
GDMY1647	IFCEU Internal Harness TDP	R.A. 02-15
GDMY1675	IFCEU Checksum & Firmware	
GDMY1683	Increase Tubing Size for Harness	
GDMY1695	Rev. Vendor Source Dwg. Changes	
GDMY1688	Rev. Vendor Source Dwg. Integration	
GDMY1694	Revise IFCEU Support Plate	
GDMY1472R2	Remove Screening Requirement	R.A. 02-16
GDMY1689	IFCEU Harness Revision	
GDMY0700	Change Operating Voltage Range	R.A. 02-17
GDMY1678	TMS Controller Change	
GDMY1693	Hub/Sprocket Revision	R.A. 02-18
GDMY1686	Source Rev. PJS Drive Shaft	

ECP GDLU2148 Gunner Control Display (multi-year 3 vehicle effectivity only)

Reference GDLS letter MPA 02-1042 dated 10 June 2002:

ECP GDLU6190 SEP Software 3.5.2 (multi-years 2 & 3 vehicle effectivity)

Reference GDLS letter MPA 02-1139 dated 19 June 2002:

ECP GDLU2271 Obsolete Part Replacement (multi-years 2 & 3 vehicle effectivity)

Reference phone conference with GDLS on 29 August 2002.

ECP GDLU6235 Improved NBC Cooling Turbine Bearings (multi-year 3 vehicle effectivity)

Reference GDLS letter MPA 02-2059 dated 13 November 2002:

ECP GDLU2264 AIM Obsolescemce (multi-year 3 vehicle effectivity)

Reference GDLS letter MPA 02-1285 dated 9 July 2002:

ECP GDLU6199 Grille Door Retention (multi-year 3 vehicle effectivity)

* Reference GDLS letter MPA 02-2150 dated 3 December 2002:

* ECP GDLU6193 Release New Shipping and Stowage Specification (multi-years 2 & 3 vehicle effectivity)

* Reference GDLS letter MPA 02-2164 dated 6 December 2002:

* ECP GDLU6240 Gunner's Seat Adjuster & Handle ((multi-years 2 & 3 vehicle effectivity)

* Reference GDLS letter MPA 03-0058 dated 15 January 2003:

* ECP GDLU2285 CEU Foundation Firmware Update (multi-years 2 & 3 vehicle effectivity)

* ECP GDLU6205 Revise Embedded Diagnostics Dwgs (multi-years 2 & 3 vehicle effectivity)

* ECP GDMY1806 Revise Sealant Material Specification ((multi-years 2 & 3 vehicle effectivity)

*Added by MOD 36.